



Maricopa County

Department Of Transportation

INVITATION FOR PUBLIC AUCTION

SALE OF EXCESS VACANT LAND

2.6589 +/- ACRES

MCDOT EXCESS PARCEL W-5907-EX

Located at

Buckeye Road (MC 85) and Watson Road

October 21, 2004

At

3:00 PM

Flood Control District

Of Maricopa County

Office Building

2801 W. Durango Street

Phoenix, Arizona 85009

1. GENERAL INFORMATION:

The **MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT)** will sell the vacant land on October 21, 2004, via oral auction to the highest qualified bidder at 3:00 PM. The parcel is located at southeast of Buckeye Road (MC85) and Watson Road and is known as W-5907-EX. **The minimum acceptable bid will be \$44,013. An additional buyers fee is the appraisal fee of \$3,500.**

2. PROPERTY INFORMATION:

- A.** Un-assessed parcels known as W-5907-EX.
- B. Location:** Southeast of Buckeye Road (MC 85) Watson Road
- C. Parcel Size:** 2.6589 +/-acres or 115,823+/-sq ft
- D. Shape:** rectangular, long and narrow
- E. Present use:** vacant land
- F. Zoning:** R-43, Maricopa County
- G. Transfer Document: Special Warranty Deed.**

Any explanations needed by the bidder, questions or items for clarification may be addressed to the County Engineer, in writing at 2901 Durango, Phoenix, AZ 85009, at least ten (10) days prior to the date of the auction. Please copy the Property Management Branch at 2801 W. Durango on any such request. Interested parties may also call Larry Hendershot at 602-506-2964 or Lisa Amos at (602) 506-4747 for information regarding this auction package. All answers to questions, interpretations, or clarifications affecting the sale will be addressed to all bidders in an addendum to this invitation. Such clarifications may also be made by the Auctioneer, once auction is opened and prior to the bidding. Refer to Exhibit "A" for map and legal.

3. OPEN HOUSE:

The prospective bidders may inspect all vacant land properties during daylight hours prior to the auction. **There will be NO testing, digging, excavation of the site or ingress and egress without prior authorization from MCDOT Property Management by contacting Larry Hendershot at (602) 506-2964 or Lisa Amos at (602) 506-4747.**

4. BIDDING:

All bidding is open to the public without regard to race, age, sex, religion, national origin, handicap, or marital status. Properties are sold **"AS IS, WHERE IS"**, and must close within the time period set forth in this package. To bid for someone else, you must have a legal, notarized specific power of attorney. **In order to qualify to bid, the potential bidder must present to the auctioneer a cashier's check in the amount of \$4,400 at the time of the registration. Acceptable bids in excess of the minimum bid shall be in increments of no less than \$1,000.**

MINIMUM BID:

\$44,013 Appraised Value

3,500 Cost of Appraisal

\$47,513 Total Minimum

5. BROKER PARTICIPATION:

A **3% co-brokerage commission** will be paid by **MCDOT** at the close of escrow to any licensed Real Estate Broker provided that the broker/agent has properly registered his/her prospect and closes escrow on properties sold at auction. Broker is **NOT entitled to any commission in the event of default.**

1. The prospect must be registered by fax or mail with our office on the Auctioneer's Broker's Registration form, within this package, and must be received by the **Property Management Branch** in care of **MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION**, 2801 West Durango Street, Phoenix, Arizona 85009, no later than 12:00 noon local time on the day of the auction **(October 21, 2004). The Fax number is 602-506-8780.**
2. All cooperating brokers are required to turn in, with their broker registration form, a completed standard Arizona Association of Realtors Disclosure Form #1587-1555 regarding real estate agency relationships.
3. Broker must show the property to the prospect.
4. Broker must attend and register at the auction and bid for (by specific power of attorney) or with the prospect.
5. Commission will be paid only upon final closing.
6. There can be no exceptions to these procedures and no oral registrations will be accepted. Procedures for broker qualifications as herein outlined will be strictly enforced. No one is authorized to make exceptions to these rules.
7. Only the first agent registering a prospective bidder will be honored unless otherwise indicated by the buyer.
8. **If the successful buyer is also a broker, but not acting on anyone else's behalf, then he/she will not be entitled to the 3% co-brokerage commission described in this section.**
9. **Commission will be paid on the appraised value or final bid value, whichever is higher. The appraisal fee is an expense and NOT subject to commission.**

6. AUCTION DATE/TIME:

The auction will begin promptly at **3:00 P.M. local time, Thursday, October 21, 2004**, at the New River Conference Room within the offices of the **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY** at 2801 West Durango Street, Phoenix, Arizona 85009. (Map at end of this package) **Please arrive 1/2 hour prior to the beginning of the auction for registration.** Entrance to this building is on the South side.

7. EARNEST MONEY AND COMPLIANCE:

The highest bidder shall provide a bid security in the form of a cashier's check, certified check, or money order in an amount equal to **Ten percent (10%) or (\$4,400) of the minimum bid made payable to the MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION.** The highest bidder shall sign the conveyance deed at the time of the sale. The signed documents will be submitted to the Board of Supervisors for execution. The balance of the bid price will be deposited with the escrow company within forty-five (45) days following the auction date.

8. DEFAULT:

In the event the highest bidder is unable, for any reason, or refuses to pay the balance of the bid price, as explained in number 7 above, **fifty percent (50%)** of the bid security deposit shall be forfeited and any interest, legal or equitable in the property shall be forfeited and shall revert to **MCDOT.** **MCDOT** shall reimburse bidder the remaining 50% of the bid security deposit, without interest, within **180 days** of the auction date. Upon notification of default, the property may then be sold to the second highest bidder at the price bid by the second highest bidder, assuming the second highest bidder meets all other bid requirements including deposit of the (10%) bid security deposit within 72 hours of notification. The second highest bidder shall then pay the balance of the bid price within forty five (45) days of notification.

9. INDEMNITY:

The highest bidder agrees to indemnify and hold harmless **MCDOT**, its officers, agents, and employees from any and all claims, liabilities, and causes of action occasioned by this sale.

10. CLOSING COSTS:

The highest bidder will be responsible for securing any financing necessary for the purchase of the parcel. Inability to finance is a default and the earnest deposit will be retained as per Item 8. The highest bidder will also secure and pay for their own preliminary title reports, title insurance policies and recording of documents. The balance of the bid amount and closing costs shall be made payable to **MCDOT** completing the escrow transaction for delivery of proceeds to **MCDOT** upon close of escrow.

11. CONVEYANCE:

Upon satisfactory completion of all items and conditions of this sale, MCDOT agrees to transfer title to the property by Special Warranty Deed. The sale will not be final until approved by The Maricopa County Board of Supervisors, who must sign the deed. Possession will be transferred to the highest bidder upon recordation of the Deed.

12. BUYERS NOTES:

The highest bidder for the parcel expressly warrants that neither the bidders nor their associates have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this sale.

The parcel is offered for sale "**AS IS, WHERE IS**", in the condition existing at the time of the auction, and without any expressed or implied warranties.

MCDOT makes no representations whatsoever regarding conditions or features of the sale parcel. **MCDOT** further makes no representation as to zoning, access to parcel or development potential of the site.

MCDOT reserves the right to reject any and all bids for any reason prior to or following the auction. MCDOT reserves the right to delete the parcel from the sale at its sole discretion.

MCDOT is an agency of Maricopa County, Arizona and therefore is exempt from paying 2004 or 2005 real property taxes. Upon completion of the recording of the conveyance deed to the highest bidder in this transaction, and the change of the records at the office of the Maricopa County Assessor, a tax bill may be due by highest bidder for the balance of calendar year 2004.

Pursuant to ARS 38-511, **MCDOT**, an agency of Maricopa County and a political subdivision of the State of Arizona, reserves the right to cancel within three years after execution.

A corporation may be required to show proof of authorization to do business in the State of Arizona.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

Parcel No.: MCDOT W-5907-EX

LOCATION: Buckeye Road (MC85) and Watson Road

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: \$44,013

Sale Price: \$

Appraisal: \$ 3,500

Total Due: \$_____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Public Auction have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Public Auction be pleaded.

Date: _____

IF BY AN INDIVIDUAL

Name _____

Street _____

City and State _____

Telephone _____

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

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Date: _____

IF BY A FIRM OR PARTNERSHIP:

Firm Name

By: _____

Telephone

Name and Address of Each Member:

Name

Address

Name

Address

Name

Address

The name and address of each member of the firm or partnership must be shown.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

Parcel No.: MCDOT W-5907-EX

LOCATION: Buckeye Road (MC85) and Watson Road

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Date: _____

IF BY A CORPORATION:

Corporation Name

Corporation Address

By: _____

Telephone

* **Incorporated under the Laws of the State of** _____

Names and Addresses of Officers:

President

Address

Secretary

Address

Treasurer

Address

*The name of the State under which the Corporation was chartered and names, titles, and business address of the President, Secretary, and Treasurer must be shown.



MARICOP COUNTY DEPARTMENT OF TRANSPORTATION

Broker Registration

Property Management
2801 WEST DURANGO STREET
PHOENIX ARIZONA 85009

602-506-2964 (OFFICE)
602-506-8780(FAX)

Broker Name:

Company Name/Address:

Telephone #:

Fax #:

Mobile#:

Representing:

Telephone #:

Property Identification: MCDOT W-5907-EX

Assessor Parcel Nos.:

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

BEFORE A SELLER OR BUYER ENTERS INTO A DISCUSSION WITH A REAL ESTATE BROKER OR BROKERS 'S SALESPERSON, THE SELLER OR THE BUYER SHOULD UNDERSTAND WHAT TYPE OF AGENCY RELATIONSHIP OR REPRESENTATION THEY HAVE WITH THE BROKER IN THE TRANSACTION. THE SELLER OR BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO INSURE THAT THE AGREEMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING TO THE TRANSACTION. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE A SELLER OR A BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTEREST.

- I. Buyer's Broker:** a broker other than the Seller's Broker can agree with the Buyer to act as the Broker for the Buyer only. In these situations, the Buyer's Broker is not representing the Seller, even if the Buyer's Broker is receiving compensation for the services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker has the following obligations:

To the Buyer:

The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in the performance of the Broker's duties
- (b) A duty of honest and fair dealing.
- (c) (c) A duty to disclose all facts known to the Broker, which materially and adversely affect the consideration to be paid for the property.

- II. Seller's Broker:** A Broker under a listing agreement with the Seller or as a subagent of the Seller acts as the Broker for the Seller only. A Seller's Broker has the following obligations:

To the Seller:

- (a) The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in the performance of the Broker's Duties.
- (b) A duty of honest and fair dealing.
- (c) A duty to disclose all facts known to the Broker, which materially and adversely affect the consideration to be paid for the property.

III. Broker Representing both Seller and Buyer (Limited Dual Representation): A Broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. The parties understand that:

- (a) The Broker represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:
 - (1) The Broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
 - (2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve the Broker obligation to disclose all known facts, which materially and adversely affect the consideration to be paid by any party.
- (b) The Broker shall exercise reasonable skill and care in the performance of the Broker's duties.
- (c) (c) The Broker shall be obligated at all times to deal honestly and fairly with all parties.

ELECTION

Buyer Election (COMPLETE THIS SECTION ONLY IF YOU ARE A BUYER)

The undersigned elects to have the Broker (Check any that apply)

- _____ Represent the Buyer as Buyer's Broker **(See Section One)**
- _____ Represent the Seller as Seller's Broker **(See Section Two)**
- _____ Show Buyer properties listed with Broker's firm. As a result, Buyer agrees that Broker shall act as agent for both buyer and Seller provided that the Seller consents to dual representation (See Section III). Buyer's and Seller's consent should be acknowledged in separate writing other than the purchase contract.

Seller Election (ONLY COMPLETE THIS SECTION IF YOU ARE THE SELLER)

The undersigned elects to have the Broker: (Check any that apply)

- _____ Represent the Seller as Seller's Broker. **(See Section III)**
- _____ Show Seller's property to buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the dual representation **(See Section III)**. Seller's and Buyer's consent should be acknowledged in a separate writing other than the purchase contract.

THE UNDERSIGNED BUYER (S) OR SELLER (S) ACKNOWLEDGES RECEIPT OF A COPY OF THIS DOCUMENT.

Signed Date

Signed Date

Firm Name (Broker)

Licensee's Signature

PARCEL NUMBER: 400-15-004D
PROJECT NUMBER: 16007
PROJECT NAME: WATSON ROAD - BELOAT ROAD TO MC 85
ITEM NUMBER: W-5907-EX

LEGAL DESCRIPTION FOR MCDOT EXCESS LAND

The East 87.71 feet of the East 217.71 feet of the South half of the East half of the Northeast quarter of Section 4, Township 1 South, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

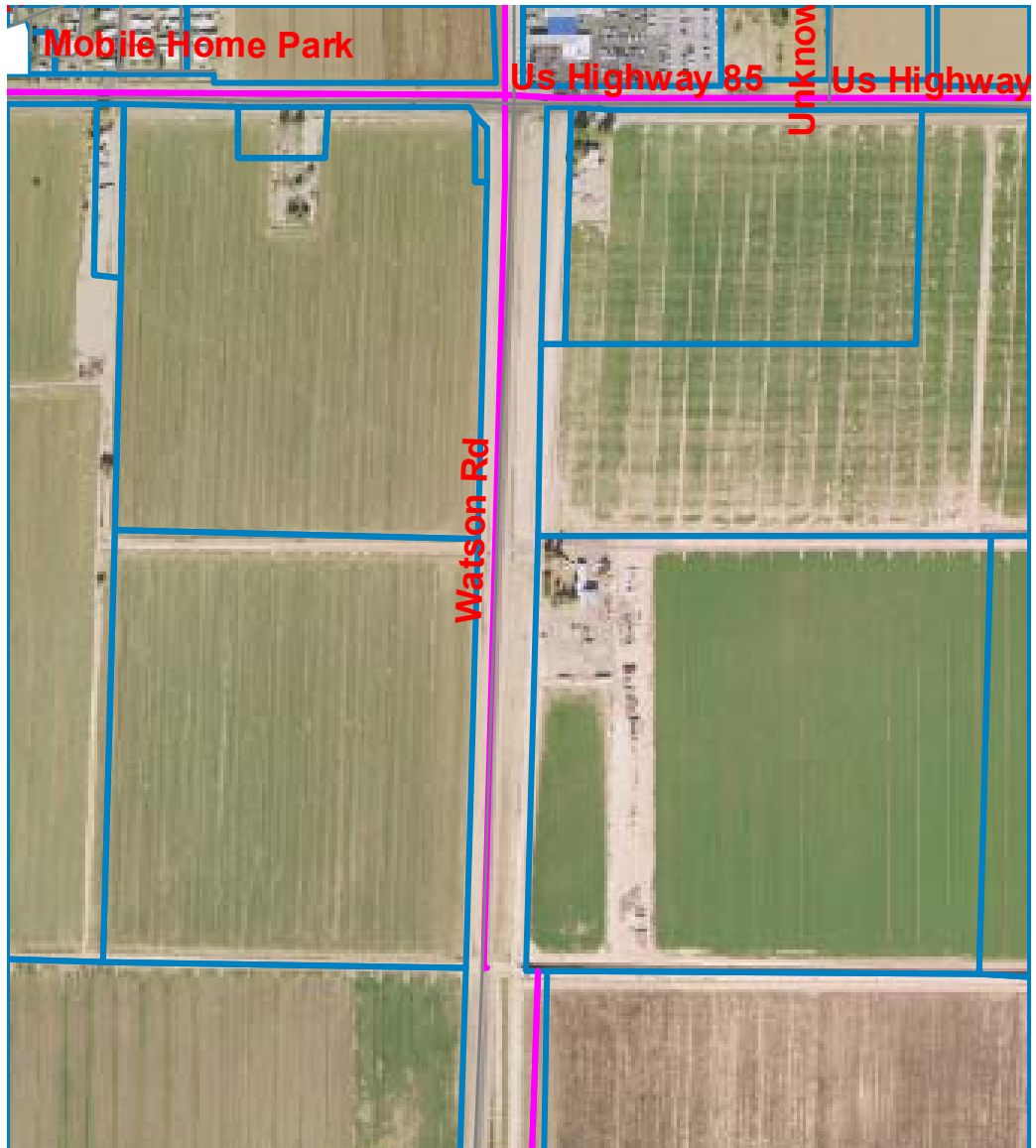
The above described parcel contains 115,823 square feet or 2.6589 acres.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
Prelim: 03/23/04	Chk: jmg 5/2/04	Appr: <i>[Signature]</i> 4-20-04
Rev:		Final:
Maricopa County Public Works Land & R/W Division		Titles & Right-of-Way

GRANTOR _____ DATE _____
EXHIBIT "A"

...\\RON\16007\W5907EX_jg.doc

GENERAL AREA



When Recorded mail to:

Property Management Branch
Maricopa County Department of Transportation
2801 W Durango
Phoenix, AZ 85009

AFFIDAVIT OF DISCLOSURE

VACANT LAND - MCDOT PARCEL # W-5907-EX

Pursuant to A.R.S §33-422

I, Larry L. Hendershot, Property Management Agent for Maricopa County Department of Transportation being duly, sworn, hereby make this affidavit of disclosure relating to the real property situated in the unincorporated area of Maricopa County, State of Arizona known as MCDOT parcel #W-5907-EX located at MC85 south east on Watson Road between Beloit Road and MC 85. and legally described as:

(Legal Description attached hereto as exhibit A).

- a. There is legal access to the property as defined in A.R.S § 11-809.
- b. There is physical access to the property.
- c. There is not a statement from a licensed surveyor or engineer available stating whether the property has physical access that is traversable by a two-drive passenger motor vehicle.
- d. The legal and physical access to the property is the same. The property is parallel to Watson Road.
- e. The road is publicly maintained.
- f. A portion or all of the property is not located in a FEMA designated regulatory floodplain. If the property is in a floodplain, it may be subjected to floodplain regulation.
- g. The following services are currently provided to the property: None.
- h. The property is not served by a well.
- i. The property does not have an on-site wastewater treatment facility (i.e. standard septic or alternative system to treat and dispose of wastewater).
- j. The property has not been subject to a percolation test.
- k. It is unknown if the property does meet the minimum applicable county zoning requirements of the applicable zoning designation.
- l. It is unknown if the property does meet the requirements of A.R.S § 11-809 regarding land divisions, as this does not entail a land division.

This affidavit of disclosure supersedes any previously recorded affidavit of disclosure.

I certify under penalty of perjury that the information contained in this affidavit is true, complete and correct according to my best belief and knowledge.

Dated this 2nd day of September, 2004 by:

Seller's Name: Larry L. Hendershot Signature: _____
Property Management Agent
Maricopa County Department of Transportation

State of Arizona)

) ss

County of Maricopa)

Subscribed and sworn before me this 2nd day of September, 2004 by Larry L. Hendershot, Property Management Agent for Maricopa County Department of Transportation.

Notary Public

My Commission expires:

Buyer(s) hereby acknowledges receipt of a copy of this Affidavit of disclosure on _____ (DATE)

Buyer's Name: _____ Signature: _____

Buyer's Name: _____ Signature: _____

G. For the purposes of this section, seller and subsequent seller do not include a trustee of a deed of trust who is selling the property by a trustee's sale pursuant to title 33, chapter 6.1, any officer who is selling property by execution sale pursuant to title 12, chapter 9 and title 33 chapters 6. When seller is a trustee of a subdivision trust defined in section 6-801, the beneficiary of the subdivision trust shall provide the disclosure of affidavit required by this section.

MARICOPA COUNTY DURANGO COMPLEX
2801/2901 W. DURANGO ST.

